



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **The Family YMCA**, a New Mexico non-profit corporation ("Contractor"), to be effective for all purposes July 1, 2022.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services, and County issued Request for Proposals No. 23-03 (the "RFP") on April 21, 2022, requesting proposals for Operation of a Teen Center / Youth Facility ("Teen Center"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 12, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 28, 2022; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor shall operate and staff the Teen Center in the County-owned facility located at 475 20th Street, Los Alamos, New Mexico 87544 ("Facility"), as follows:

1. Operate and staff, as well as provide Services and programming, as follows:
 - a. Operate and staff the Facility for teens in Los Alamos. The Facility shall primarily serve teens in grades 9-12 living or attending school in Los Alamos County.
 - b. During Los Alamos Public School ("LAPS") Year. Hours of operation during the school year shall be:
 - i. Monday through Thursday: 2:00 p.m. to 8:00 p.m.;
 - ii. Fridays, 2:00 p.m. to 11:00 p.m.;
 - iii. Saturdays, 1:00 p.m. to 11:00 p.m.; and
 - iv. Sundays and national holidays, closed.
 - c. During LAPS Summer Break (June through mid-August). Hours of operation during the school summer break shall be:
 - i. Monday through Thursday, 10:00 a.m. to 8:00 p.m.;
 - ii. Fridays, 10:00 a.m. to 11:00 p.m.;

- iii. Saturdays, 1:00 p.m. to 11:00 p.m.; and
 - iv. Sundays and national holidays, closed.
- d. Any requests for changes to the hours shall be submitted in writing by Contractor to the County Manager or designee for County approval. Upon County approval, changes to hours of operation shall be posted on social media and flyers by Contractor with at least one (1) week's notice. All determinations regarding the hours of operation shall be made in writing by the County Manager or designee.
 - e. In accordance with YMCA guidelines, provide a supervised, safe, comfortable drug-free, and alcohol-free environment with game tables, TVs, and wireless internet access for teens to drop-in, socialize, do homework, hang out, play games, and use computers.
 - f. Provide fun, healthy and engaging activities and opportunities that serve as alternatives to risk behaviors.
 - g. Provide a variety of programs, workshops, or classes that will help teens develop a positive inventory of skills and experiences; promote self-development, healthy lifestyles, and career planning; and encourage community service and volunteerism.
 - h. Staff and operate a snack bar, coffee bar, or café at the Facility that offers modestly priced pre-packaged food. All food and beverage services shall be fully compliant with New Mexico Food Service Regulations and any and all other applicable laws and regulations.
 - i. Disseminate information to the public regarding Contractor's activities and events, activities, and programs at the Teen Center by use of the news media, social media, newsletters, and other appropriate means of announcing programming and opportunities.
 - j. Provide rent-free space for behavioral health counseling provided by licensed and insured counselors or in conjunction with the Los Alamos Public Schools, if community needs arise which require such programs and services outside the scope of the Teen Center. These counseling services and programs shall be at no charge to Teen Center participants. These services and programs, plus the use of the space, must be recommended to County for review. County approval is required before such use.
 - k. If there is a cause for concern for a teen's well-being, Contractor shall coordinate and interact with local agencies who also serve the interests of teens in the community, as needed and as appropriate. Potential partnering agencies include but are not limited to, law enforcement, schools, parents, and licensed behavioral health providers.
 - l. Provide opportunities for youth and adult feedback, and input regarding the Teen Center, program, or services. Contractor shall incorporate this information into the design and implementation of new and existing programs and services.
 - m. Coordinate at least four (4) programs/events/activities during County's fiscal year with County's Parks, Recreation, and Open Space Division staff, or other youth-serving community organizations, as a means of reducing duplication of services and increasing opportunities for youth ages 13-18.
 - n. Provide custodial services, including supplies and all cleaning equipment. These supplies shall include, but not be limited to, paper products (such as toilet paper, paper towels, feminine hygiene products, toilet seat covers), trash can liners, hand soap, and all cleaning products. Routine maintenance and repairs, including annual floor maintenance and exterior window cleaning for the renovated Facility, shall be provided by County. Contractor shall be responsible for interior window cleaning.

2. Deliverables. Contactor shall provide:

- a. Quarterly progress reports covering Services provided to County to the Community Services Department within thirty (30) days from the end of each quarter beginning July 1, 2022. These reports shall include, but not be limited to:
 - i. Evidence of Contractor's efforts to develop and market events, programs, and services over the quarter;
 - ii. A description of the programs, workshops, and classes that were held over the quarter which shall include the number of participants, and how participants have been assisted in the development of skills and experiences;
 - iii. The number of programs and services including the participation and attendance levels for those programs and services;
 - iv. The level and results of Contractor's collaboration and coordination of effort with other community service providers and volunteers, including a description of any collaboration or coordination efforts;
 - v. Measures and outcomes of Contractor's programs and services, as well as how Contractor gathered data and monitored and evaluated its performance and effectiveness;
 - vi. Opportunities provided for participant input and feedback, as well as a summary of the feedback;
 - vii. A description of how feedback will be incorporated into the design and implementation of new and existing programs and services;
 - viii. A summary of Contractor's coordinating efforts and progress made toward coordinating at least four (4) programs, events, or activities with County's Recreation Division staff or other youth-serving community organizations; and
 - ix. Quarterly review of hours of operation to determine optimal use of the facility;
- b. If requested by County, Contractor shall provide its policies, operations, and procedures manuals, as well as any guidelines for the operation of programs or facilities associated with the scope of services, including any amendments, revisions, additions, or corrections made to such documents during the term of this Agreement; and
- c. A copy of an annual financial review performed by an independent party with acknowledged financial experience, or an audit performed by an accountant or accounting firm. This review must be provided to the County Community Services Director no later than September 30 of each year during the Term of this Agreement. This review shall include, at a minimum, all financial records relating to the Agreement.
- d. Information regarding applications for grants or solicitations for other funding sources related to this Agreement and the status of the applications or solicitation efforts. Grant applications that involve County in any way must be approved by County prior to application submission.

3. FACILITY

- a. County shall provide Contractor with the exclusive use of upper and lower-level rooms in the Los Alamos Community Building, 475 20th Street, Los Alamos, New Mexico, as shown by the cross-hatched areas in the diagram attached as "Exhibit B," attached hereto and made a part hereof for all purposes, solely to provide the Services during the term of this Agreement and for the uses indicated herein.

- b. With the express and specific prior written consent of County, the Facility may occasionally be used by Contractor for prevention activities in addition to the Services, including but not limited to, the annual Senior Appreciation Night activities.
- c. County shall withdraw, at its sole discretion, the use of the Facility from Contractor with thirty (30) days advance written notice. At its sole discretion, County may designate, in writing, additional or substitute space for Contractor's use subject to the same right of withdrawal with notice. Any additional or substitute space designated for Contractor's use shall be included in the term "Facility" for purposes of this Agreement. County may designate different premises or space or relocate Contractor to another location within County facilities of similar square footage, if possible, based on the needs of County, with thirty (30) days written notice to Contractor.
- d. Contractor shall not engage in, nor permit participants to engage in, activities for which the Facility are not designed. Notwithstanding the foregoing, classes or activities requiring the use of hand tools or tools used in making crafts such as woodworking, shall only be offered and supervised by persons licensed and qualified to teach the activity. Classes or activities requiring the use of commercial power tools are prohibited.
- e. Unless County notifies Contractor in writing otherwise, Contractor, its employees, members, volunteers, and activity patrons are granted non-exclusive rights to use, in common with others, the parking spaces, drives, walks, and entrance ways located on County property in which the Facility is located.
- f. Contractor shall not permit anyone other than Contractor's employees, members of the Teen Center, volunteers, contractors, agents, and activity patrons to use the Facility, except as expressly provided in this section. Contractor shall not impose a charge for the use of the Facility or any part of the Facility by Contractor's employees, members of the Teen Center, volunteers, or activity patrons; provided however that nothing in this paragraph shall prohibit Contractor from offering classes or providing other activities contemplated hereunder, requiring payment for the class or activity, and paying an instructor, facilitator, or another person to run or manage the class or activity.
- g. With the express and specific prior written consent of County, through County's Indoor Facility Use Application, attached to this Agreement as Appendix "A", Contractor may allow the use of the Premises or a part thereof by one (1) or more non-profit entities, including Contractor, for fundraising purposes. Any request for the consent of County for these purposes shall include the name of the non-profit entity; a description of the purpose for which the fundraiser shall be held; a description of anticipated activities at the fundraiser; the number of likely visitors to the facility as a result of the activity; a description of how the community shall benefit from the fundraiser or the activity for which funds will be raised; the particular space required; information regarding alternative locations for the fundraiser; and the duration of the fundraiser. Any costs and liabilities associated with the fundraiser, including, without limitation, janitorial and setup costs, shall be assumed and paid in full by the nonprofit entity.
- h. Contractor may allow retail sales out of a portion of the Facility only with the prior written express and specific consent of County. Should Contractor wish to allow any such use of a portion of the Facility, Contractor shall notify County at least thirty (30) days in advance of the proposed use and the notice shall include the name of the entity, entities, or persons who will receive the proceeds; a description of how the retail sales support the purposes of this Agreement; a description of the community purpose for which the retail sales will be allowed and proposed restrictions on the use of the proceeds from the retail sales if any; the number of likely additional visitors to the facility as a result of the retail activity; a

description of how the community will benefit from the retail activity, the particular space required; information relating to alternative locations for the retail activity; and the duration of the retail activity. Any costs associated with retail activity, including, without limitation, janitorial and setup costs, shall be paid in full by Contractor. The retail use shall not commence unless and until County has authorized the use, and only to the extent and on the conditions specified by County, in writing. In the event Contractor is engaging in retail activities in the Facility as of the effective date of this Agreement, Contractor shall provide such notice to County within ten (10) days after the commencement of this Agreement and the retail use shall continue without change until County responds in writing to approve, conditionally approve, or decline to approve such use. County is aware that Contractor intends to use a portion of the Facility to operate a snack bar for the benefit of the Teen Center participants. County agrees that Contractor may provide modestly priced pre-packaged food provided that the requirements of this paragraph are met, and that Contractor shall prepare and serve food only in a manner that is fully compliant with New Mexico Food Service Regulations and any and all other applicable laws and regulations.

- i. Contractor shall provide security and supervision of the Facility and portions of any related facilities designated for Contractor's use subject to County's policies. Any installations or modifications for security and supervision must be approved by County prior to work.
- j. Contractor shall be responsible for and pay any and all costs related to the monitoring, maintenance, and upgrade of any and all alarm systems required for Contractor's use of the Facility. Any installations or modifications shall be approved by County prior to work.
- k. County shall provide all reasonable labor, services, supplies, and materials required for the routine maintenance and repairs, including annual floor maintenance and exterior window cleaning. Contractor shall be responsible for interior window cleaning. The level of maintenance services deemed reasonable shall be the same level of service provided for other similar County facilities according to guidelines prepared annually by the County Facilities Division. Copies of the current guidelines shall be provided to Contractor upon request.
- l. County shall pay all reasonable charges for water, electricity, gas, sewer, and refuse utilities attributable to the Facility. Contractor shall be responsible for and pay any and all telecommunication charges and equipment, including installation, monthly charges or fees, cost of lines, phones, facsimile machines, cable TV, internet services, computers, and all other related telecommunications equipment. Contractor shall not make arrangements for the installation of any telecommunications services, lines, or equipment without prior written consent from County.
- m. The Facility may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County.
- n. Contractor shall not make any alterations, additions, or improvements to the Facility, or any County property contained thereon, without the prior written consent of County. Title to all alterations, additions, or improvements to the Facility shall vest in County, except as otherwise authorized in writing by County.
- o. To protect the health and safety of the public or any person or persons using or occupying the Facility, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with its use of the Facility and shall comply with all health, safety, and fire protection rules, laws, regulations, and requirements of County, and any other pertinent regulatory body. County reserves the sole right to determine if circumstances warrant cancellation of an event or exhibit, or if an alternate

event or exhibit may be substituted. Decisions regarding hours of operation during inclement weather shall be made in accordance with Contractor's organizational policy. Contractor shall disseminate revised Facility information to the public as quickly as possible using local news media and social media

- p. Smoking and use of electronic cigarettes in the Facility are prohibited. It shall be the responsibility of Contractor to enforce this prohibition within the Facility used or occupied by Contractor during the performance of this Agreement in accordance with the provisions of Chapter 18 Article IV of the Code of the Incorporated County of Los Alamos.
- q. County is the owner of any keys to the Facility or other space on County property and shall have the right to inspect the work and activities of Contractor in connection with its use of the Facility at such times and such a manner as County deems reasonably appropriate. Contractor may request from County keys to the Facility and provide those keys to individuals authorized to receive them in accordance with County Policy #1701 – Key Policy ("Key Policy"), attached as Exhibit "C." Contractor shall not provide any keys to the Facility to any party or individual not authorized to receive them. Any individual authorized to have a key to the Facility shall maintain the key within his or her control at all times. Contractor shall assure that all individuals responsible for keys issued to them comply fully with the Key Policy. Employees or agents of Contractor shall promptly return all keys in accordance with the Key Policy. Contractor is prohibited from copying keys to the Facility and a violation of this provision shall constitute grounds for immediate termination of this Agreement. If a key is lost or is unable to be returned, Contractor shall promptly provide County written notice of the loss and identify all steps taken to minimize unauthorized entry to the Premises. Contractor shall pay all key replacement or rekeying costs where there is a high likelihood of unauthorized entry due to loss or misuse of keys.
- r. County agrees to provide space for one (1) trifold brochure or third-cut cardstock (a "rack card") for Contractor in its designated brochure rack in the west vestibule of the Municipal Building located at 1000 Central Avenue, so that Contractor may promote its services or events. If Contractor wishes to utilize this option, a request for this space must be made to the Contract Manager upon the execution of this Agreement. If requested, County will label the trifold slot in the rack with Contractor's name and keep that space open for their exclusive use. Other sizes of brochures, postcards, or 8-1/2 by 11 flyers, business cards, or other loose materials shall not be left on the countertop in the vestibule. Storage of multiple brochures in the same rack slot is not permitted. For best visibility, the trifold brochure or rack card should be designed to display top half information with Contractor's Name and Service/Location or Event on the front, as it may be staggered in rows among other Contractor brochures in the rack. County will not store additional flyers for Contractor inside the vestibule storage space. County will not display material to promote other individuals, groups, or organizations affiliated with or sponsored by Contractor. If the space in the vestibule rack is requested and designated, but is consistently not used or kept restocked, County reserves the right to discontinue exclusive use of the space and the space will return to County for its use.
- s. On a monthly basis, County agrees to allow Contractor to promote one (1) event through its weekly "County Line" e-newsletter which is generally e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain time, date, location, and at least one of the following: a webpage link, phone number, or email for the event organizer. Text must be received no later than 8 a.m. on the Wednesday before Friday publication if it is to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content to meet newsletter publication guidelines. Text will only be included once in the newsletter per event and will not promote events more than

fourteen (14) days prior to the start of the event. County will not promote events for other individuals, groups, or organizations affiliated with or sponsored by Contractor.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2022, and shall continue through June 30, 2027, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$2,242,555.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto, and made a part hereof for all purposes
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Social Services Division Manager showing amount of compensation due and the amounts spent for program expenses, including but not limited to, operating expenses and custodial expenses in accordance with Exhibit "A." Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting, and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a nameplate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for

hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship with its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be canceled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color,

religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and reasonable costs and expenses, including reasonable attorneys' fees, of any kind or nature, arising from Contractor's actions or failures to act hereunder or breach hereof and the actions or failures of Contractor's employees, agents, representatives, and subcontractors. Contractor shall not be required to indemnify, hold harmless or defend County, its Council members, employees, agents, or representatives from the gross negligence or willful misconduct of any of the listed persons.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery,

verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Social Services Division Manager
Incorporated County of Los Alamos
1183 Diamond Drive, Suite E
Los Alamos, New Mexico 87544

Contractor:

Chris Daniels, Chief Executive Officer
The Family YMCA
1450 Iris Street
Los Alamos, New Mexico 87544

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of Contractor's Response and is incorporated herein by reference for all purposes.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
STEVEN LYNNE
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

THE FAMILY YMCA, A NON-PROFIT CORPORATION

BY: _____ **DATE**
CHRIS DANIELS
CHIEF EXECUTIVE OFFICER

Exhibit "A"
Compensation Rate Schedule
AGR23-03

| COST CATEGORY | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|
| General Operating | \$362,303.00 | \$383,311.00 | \$402,436.00 | \$419,274.00 | \$433,310.00 |
| Furniture, Fixtures and Equipment | \$7,000.00 | \$7,420.00 | \$7,865.00 | \$8,337.00 | \$8,837.00 |
| Custodial | \$36,497.00 | \$38,687.00 | \$40,703.00 | \$42,509.00 | \$44,066.00 |
| FISCAL YEAR ("FY") TOTALS | \$405,800.00 | \$429,418.00 | \$451,004.00 | \$470,120.00 | \$486,213.00 |

Indirect Compensation. County shall provide use of the Facility with an estimated annual value inclusive of utilities, maintenance, and limited custodial care of the premises for a total estimated annual value of EIGHTY THOUSAND ONE HUNDRED EIGHT AND 09/100 DOLLARS (\$80,108.09).

| Personel Expenditures | | | | | | | |
|---|---|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| Staff wages (including Social Security, Medicare, & Retirement) | Includes FTE Director, FTE Assistant Director, 126hours of direct floor staff supervision p/week during the school year, increasing to 136 hrs/week during the summer. Staff vacation/sick & training time included as well as Social Security, Medicare, Retirement. | 226,950 | 239,958 | 251,317 | 260,707 | 267,707 | 1,246,639 |
| Dental Insurance | 4 Full time employees eligible @ \$30/month in FY23 | 1,440 | 1,526 | 1,618 | 1,715 | 1,818 | 8,117 |
| Health Insurance | 4 Full time employees eligible @ \$460/month in FY23 | 22,080 | 23,405 | 24,809 | 26,298 | 27,875 | 124,467 |
| PERSONEL TOTALS: | | \$ 250,470 | \$ 264,889 | \$ 277,744 | \$ 288,720 | \$ 297,400 | \$ 1,379,223 |

| Program Services | | | | | | | |
|---------------------------------|---|------------------|------------------|------------------|------------------|------------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| Program/Services | Instructor cost for in-house programs such as recording studio, GSA, and other specialized art classes. Social Security and Medicare included. | 13,200 | 13,992 | 14,692 | 15,279 | 15,738 | 72,901 |
| Contracted Program Services | Workshops contracted through collaborating organization or independent contractors. Current collaborators include FLAC, PAC8, Los Alamos STEAM Lab, and other local businesses. | 6,000 | 6,360 | 6,742 | 7,146 | 7,575 | 33,823 |
| PROGRAM SERVICES TOTALS: | | \$ 19,200 | \$ 20,352 | \$ 21,434 | \$ 22,425 | \$ 23,313 | \$ 106,724 |

| Supplies and Materials | | | | | | | |
|-------------------------------|--|------------------|------------------|------------------|------------------|------------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| General Supplies | Art supplies, office supplies, games, computer hardware, seasonal supplies for activities, musical instrument supplies (strings/picks etc), instrument replacement/repair, batteries, etc. | 10,000 | 10,600 | 11,236 | 11,910 | 12,625 | 56,371 |
| Supplies for Special Programs | For special-focus program areas & development of TC spaces and programs each year as we identify teen needs and interests; will seek matching funds through grants/project partners. | 3,600 | 3,816 | 4,045 | 4,288 | 4,545 | 20,294 |
| SUPPLY TOTALS: | | \$ 13,600 | \$ 14,416 | \$ 15,281 | \$ 16,198 | \$ 17,170 | \$ 76,665 |

| Other: Training, Utilities | | | | | | | |
|--|---|-----------------|-----------------|-----------------|------------------|------------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| Staff Training | Supports standard training for LATC staff throughout each year; additional supplemental training funds will be sought out through grants, scholarships and Annual Campaign donations. | 1,000 | 1,060 | 1,124 | 1,191 | 1,262 | 5,637 |
| Utilities | Phone, internet, security system, steaming services, storage. | 7,800 | 8,268 | 8,764 | 9,290 | 9,847 | 43,969 |
| OTHER TOTALS (Training, Utilities): | | \$ 8,800 | \$ 9,328 | \$ 9,888 | \$ 10,481 | \$ 11,109 | \$ 49,606 |

| Marketing, Public Relations, Advertising | | | | | | | |
|---|--|-----------------|-----------------|-----------------|-----------------|-----------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| General Advertising/Promotion, PR pieces, Marketing | Ads in LAHS yearbook, LA Daily Post, Facebook, Instagram, job postings, etc; Brochures, Newsletters, Banners, Business Cards, Fliers, T-shirts | 2,600 | 2,756 | 2,921 | 3,097 | 3,282 | 14,656 |
| MARKETING, PR, ADVERTISING TOTALS: | | \$ 2,600 | \$ 2,756 | \$ 2,921 | \$ 3,097 | \$ 3,282 | \$ 14,656 |

| Capital Outlay (Furniture, Fixtures & Equipment) | | | | | | | |
|--|--|-----------------|-----------------|-----------------|-----------------|-----------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| Various furniture, fixtures and equipment | Includes larger replacement items (as needed) such as a pool table and couches. Other items include: tables, chairs, drink fridge, shelves, ping pong table replacement, computers, monitors, mounted screens, phones, TVs, replacement pool table felt, replacement photocopier/printers, and more. | 7,000 | 7,420 | 7,865 | 8,337 | 8,837 | 39,460 |
| FURNITURE, FIXTURES & EQUIPMENT TOTALS: | | \$ 7,000 | \$ 7,420 | \$ 7,865 | \$ 8,337 | \$ 8,837 | \$ 39,460 |

| Custodial | | | | | | | |
|---|--|------------------|------------------|------------------|------------------|------------------|--------------------|
| Item | Description | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
| Custodial Supplies | | 2,000 | 2,120 | 2,247 | 2,382 | 2,525 | 11,274 |
| Custodial Staff wages (including Social Security, Medicare, & Retirement) | Single custodial staff for 35 hrs/week. Includes SS, medicare, and retirement. | 28,617 | 30,334 | 31,850 | 33,124 | 34,118 | 158,043 |
| Custodial Dental Insurance | 1 Full time employee eligible @ \$30/month in FY23 | 360 | 382 | 404 | 429 | 454 | 2,029 |
| Custodial Health Insurance | 1 Full time employees eligible @ \$460/month in FY23 | 5,520 | 5,851 | 6,202 | 6,574 | 6,969 | 31,116 |
| CUSTODIAL TOTALS: | | \$ 36,497 | \$ 38,687 | \$ 40,703 | \$ 42,509 | \$ 44,066 | \$ 202,462 |

| | FY23 | FY24 | FY25 | FY26 | FY27 | Total for Contract |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| DIRECT COSTS TOTAL: | \$ 338,167 | \$ 357,848 | \$ 375,837 | \$ 391,767 | \$ 405,178 | \$ 1,868,796 |
| INDIRECT COSTS (20% OVERHEAD): | \$ 67,633 | \$ 71,570 | \$ 75,167 | \$ 78,353 | \$ 81,036 | \$ 373,759 |
| TOTAL BUDGET: | \$ 405,800 | \$ 429,418 | \$ 451,004 | \$ 470,120 | \$ 486,213 | \$ 2,242,555 |

Lower Level

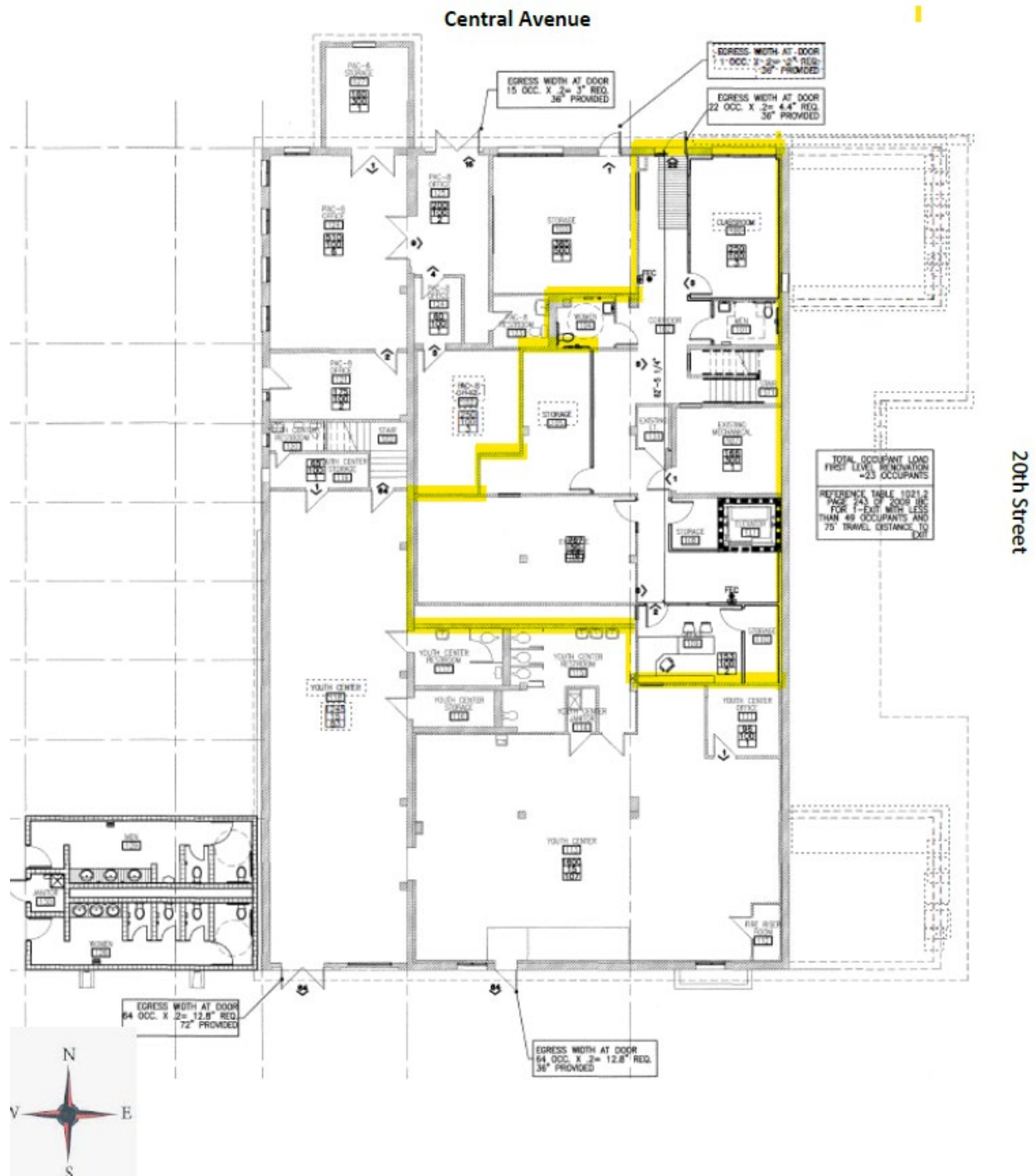


Exhibit "C"
County Policy #1701 Key Policy
AGR23-03

Index No. 1701

Revised August 11, 2004

KEY POLICY – Cultural Service Contractors

- I. All keys to Los Alamos County facilities remain the property of Los Alamos County.
- II. All key requests to Los Alamos County facilities should be submitted in writing by the director of the requesting agency. Requests will only be made for those employees or volunteers associated with the contractor, and should include employee/volunteer name, title, and specific keys requested. The written request(s) should be directed to the Community Services Department Director. Requests should be submitted at least 72 hours in advance.
- III. All key issues and returns must be made at the Facilities Management Division office, 871 Trinity Drive, between the hours of 8:00 a.m. and 5:00 p.m. Multiple issues of the same key to one individual are not permitted.
- IV. Individuals are responsible for each key issued to them and will not transfer keys to other employees/volunteers. A current listing of employees/volunteers shall be provided to the Los Alamos County Community Services Department every six months. It is the responsibility of the contractor to ensure employees/volunteers return keys to the Facilities Management Division when their employment/association is ended. Failure to do so may result in re-keying costs to the contractor.
- V. All individuals will be required to sign for each key issued and provide home address and telephone number as well as agency address and phone number.
- VI. Master and building entrance key requests shall be kept to a minimum.
- VII. Contractors shall not attach or change any lock so as to deny access to Facilities Management Division maintenance personnel. Access to all maintenance areas shall be granted without prior notification.
- VIII. Emergency contact(s) for each agency shall be provided to the Facilities Management Division.

"A Consolidated City and County Government"

July 1, 1997

- IX. Lost or stolen keys must be reported immediately to the Facilities Management Division through the Community Services Department Director. The Contractor will be responsible for all costs associated with re-keying of a facility or office (to include all requests for additional keys) due to lost or stolen keys.
- X. The County reserves the right to re-key County facilities at any time at County expense.

Prepared by: County Administrator's Office


DONNA M. DRESKA
County Administrator


DATE



APPENDIX A
LOS ALAMOS COUNTY
INDOOR FACILITY USE APPLICATION

REC WARE
PERMIT #:

FACILITY USE APPROVAL IS REQUESTED IN ACCORDANCE WITH THE ADMINISTRATIVE PROCEDURE GUIDELINE FOR USE AND RENTAL OF INDOOR COUNTY FACILITIES (INDEX NO. 1735).

Application Date: _____

Contact Person: _____ Contact Day Phone: _____ Fax: _____

Applicant: Individual or
Company/Organization Name: _____ Contact Cell/Pager: _____ Home: _____

Address: _____ E-Mail Address: _____

City/State/Zip: _____

Event Purpose: _____ Event Date: _____

Arrival Time: _____ Departure Time: _____ Number Of Participants: _____
(Must Include Users Decorating and Clean-up time)

Event Conditions: ___ Food ___ Alcohol ___ Band ___ DJ ___ Tents ___ Rented Equipment from outside source ___

Other (describe) _____

Equipment needed: ___ projector ___ podium ___ screen ___ PA system ___ other _____

Please check Facility or Facilities requested: Use of facilities is not final until the Indoor Facilities Manager approves this form.

☐ **Fuller Lodge (Pajarito Plus)**

Pajarito Room
Curtis Room
Kitchen
Green Room
Patio (Covered)
Patio (Uncovered)
Lawn Area

☐ **Fuller Lodge (Individual Rooms)**

☐ Zia Room
☐ Throne Room
☐ Nambe Room

☐ **Fuller Lodge Rose Garden**

☐ 50 chair set up
☐ 100 chair set up
☐ 150 chair set up

☐ **Senior Center (BESC)**

☐ Great Room
☐ Classroom A/B

☐ **White Rock Municipal Complex**

☐ White Rock Town Hall
☐ White Rock Town Hall South
☐ White Rock Activity Room

☐ **Other County-Owned Facility**

☐ Name of Facility: _____

Refund of damage deposit made payable to: _____

COMPLETE BACK OF PAGE FOR

CONTACT & LIABILITY INFORMATION

FOR OFFICIAL USE

Customer Type (Circle One): Indoor Rental CS Contract Local League/Org School Use

Event & Schedule Type: Indoor High-Risk Deposit Indoor Low-Risk Deposit Charge No Charge Work Credit School Use

☐ Noise Permit Required (Band/DJ) ☐ Yes ☐ No ☐ NA Date Received: _____
☐ L.A.C. Facility Alcohol Use Permit Required ☐ Yes ☐ No ☐ NA Date Received: _____
☐ NM State Special Dispenser Permit Required ☐ Yes ☐ No ☐ NA Date Received: _____
☐ Building Monitor Required ☐ Yes ☐ No ☐ NA Date Received: _____
☐ Set Up Coordination Required
(Parks: Turn Off Sprinklers) ☐ Yes ☐ No ☐ NA Date Received: _____
☐ Additional Conditions or Waivers or Proof of Liability Insurance: _____

Indoor Facilities Manager Signature: _____

Date: _____

APPENDIX A
LOS ALAMOS COUNTY
AGREEMENT AND RELEASE OF LIABILITY
(Pursuant to Administrative Procedure Guideline No. 1735)

Applicant: Individual or Company/Organization Name _____
(Please Print)
Authorized Agent / Contact Person: _____
(Please Print)

- Applicant has the authority to bind the above company/organization and agrees to release and indemnify the County for losses, damages, and liabilities as a result of this event.
- Applicant has read and agrees to comply with the Rules and Regulations for Use & Rental Of County Buildings and the Administrative Procedure Guideline for the Sale, Service & Consumption Of Alcoholic Beverages At County Facilities.

RISKS OR HAZARDS INHERENT IN THE ACTIVITY THAT MAY CAUSE DAMAGE TO PROPERTY, ILLNESS, BODILY INJURY, OR DEATH INCLUDE BUT MAY NOT BE LIMITED TO:

| | |
|-----------------------------------|---------------------|
| Tripping or falling | Animals |
| Adverse weather | Mishap with vehicle |
| Cuts; scrapes; sprains and breaks | Assault/Battery |

I acknowledge that there are certain hazards and risks inherent in this activity, and I understand and appreciate the nature of the risks. I understand that these hazards or risks could result in property damage, illness, bodily injury, or death to myself, my family members, or my guests. I agree to fully explain these risks to my family members and my guests prior to the activity.

The activity will take place, at least in part, on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico, and this Agreement and Release of Liability is given for the benefit of the COUNTY.

In consideration of LOS ALAMOS COUNTY allowing access to County property, I hereby accept all risk of property damage, illness, injury or death that may be suffered by myself, my family members, or my guests that may result from or occur during participation in the activity, and I hereby release the COUNTY, their governing body, officers, employees and representatives, estates, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to property of myself, my family members, or my guests and for any and all illness or injury to myself, my family members, or my guests, including death, that may result from or occur during participation in the activity, whether caused by negligence of the COUNTY, their governing body, officers, employees, or representatives, or otherwise, and hereby agree to indemnify and hold harmless COUNTY from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of participating in the activity.

I HAVE CAREFULLY READ THIS STATEMENT AND UNDERSTAND IT TO BE A **RELEASE OF ALL CLAIMS AND CAUSES OF ACTION** FOR ILLNESS, INJURY, OR DEATH TO MYSELF, MY FAMILY MEMBERS, OR MY GUESTS OR LOSS OR DAMAGE TO THE PROPERTY OF MYSELF, MY FAMILY MEMBERS, OR MY GUESTS THAT OCCUR WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND AN AGREEMENT TO **INDEMNIFY** THE COUNTY FOR LOSSES, DAMAGES, AND LIABILITIES THAT MAY ARISE AS A RESULT OF PARTICIPATION IN THE ACTIVITY. IN THE EVENT I AM LEGALLY PRECLUDED FROM EXTENDING INDEMNIFICATION TO THE COUNTY, I WILL BE REQUIRED NEVERTHELESS TO AGREE TO BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES ARISING FROM PERSONAL INJURY OR DAMAGE CAUSED TO PERSONS OR PROPERTY RESULTING FROM MY ACTIVITIES, SUBJECT TO ALL APPLICABLE IMMUNITIES AND EXCEPTIONS. THIS AGREEMENT AND RELEASE OF LIABILITY ARE VOLUNTARILY GIVEN.

I AGREE TO FULLY COMPLY WITH ALL APPLICABLE LOCAL, STATE, OR FEDERAL LAWS, RULES, AND REGULATIONS. BY SIGNING BELOW, I HEREBY AFFIRM THAT I HAVE THE AUTHORITY TO BIND THE APPLICANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SIGNATURE OF APPLICANT/OR AUTHORIZED AGENT

DATE